i Shidookar BAY IBLAND SHEPPING & MAMAGEMENT,	RECOMMENDED THE SALTIC AND INTERNATIONAL MARITIME COUNCIL (AS REVISED (822, 1676 AMD 1994)
BERNEAN-BROWN TEL 81-22-88362778 / 76 FAX 81-22-96382776	CODE Myrige: GENCON.  [Lo pe meet for stadies to Appear to abscrized abbrosom rount as resent.]
	2. Place and digits 36UNIBAJ , 14 July 3005
S. Owners Pince of business (Cl. 1) EPIC MAYOATION COMPANY LTD MALTA	2. Phos and diffe  SILVERAL 14" July 2005  4. Charlette Pyron of Business (Cl. 1)  R.P. LOGISTICS PYT.LTD.  PROSETT HOUSE, 12.GOVT.PLACE (EAST)  1" R.DOST, 1001/167A - MCSA.
5, Vaciol's Name (Cl. 1) NV 2PG ( Mr. Thelessiel)	18543 / 7875
7. DNT all told on manning load line in motric tone (ebt.) (CL1) 24,497.96 MT DNT ON 10.21 m SW DRAFT	Present Position (CL1) TRADING ( OPENINGIN CAREASEAN SEA)
9. Expected ready to load (abt.) (CL1)	
20 AA Y 2006.  10. Looking Park or place (Cl. 1) 2 SAPE PORTS — 1658 LA PALICE + 1688 ROLIEN (FRANCE) AAAA.	11. Discharging port of place (CL. 1) 2 SAFE PORTS - 1 GSS VIZAG + 1GS ANCHORAGE DIAMOND HARBOUR ( KOLKATA) AAVA.
12. Corpo (after inter-parally and mergin in Owner's option, if a PULL & COMPLETE CARGO SUT UP TO 23666 for MAX CAS PURE, CARGO.	prest; if had and complete cargo not agreed state "part cargo" (Cl. 1) XIANTRY - BLLK PEAR OF 4440" NOC.
(3. Projektine) (also skide whether freight people) or pojeble on U.S.D 66.00 Perf PIOS 840 2/2 .	SEE RIDER CLAUSE NO 27.
15. Diese If visited a cargo handling goar shelf not be used (Cl. 8 Will. in: USE).	18. Layline (It separate layline for load, and dech, is agreed, fit in a) and b). If total layline for igad, And dech, 49 in a) only (II, 6)
17. Steppend has of Business 1900 SANO. PANS - FRANCE.	Laytene for loading (GEE RIDER CLAUSE NO. 36.)  S) laytene for discharging (GEE RIDER CLAUSE NO. 36.)
18. Agents (Leaking) (G. 6)	(SEE RIDER CLAUSE NO 36
Y(1.) BANKE of Business  (URON BA)7/O , PA/85 - FRANCE.  18. Aparis Banking (G. 0)  (8-English CLAURS NO.32 )  16: Aparis (Dechapting) (Cl.6)  (BEE RIDER CLAURE NO.32 )	e) Total Ingline for leading and distribuying LAYTHAE NON - REVERSIBLE
20. Charactergo sale and minuter payable (Londing) and identification (CLT) CEM USED 98001-POPPY HALF DESP WTS BOTH ENDS. (SEE MOEN CLAUSE NO.30 )	21, Cancelling date 28 <sup>111</sup> JULY 2005
(SEE NOEK CLAUSE NO.30)	22. General Average to be adjusted at (CL12) (LONDON
23. Freight Tax (hairs if for the Owner's Account (Cl. 13 (4)) CONNEIS ACCOUNT	24. Brokerage conscision and to whom payable (Cl. 18) TTL 3.76 PCT (INCL ADDCOM + BAY-MILARD SHPG & MANAGEMENT, MUMBAL) ON PRTIDEASPRT/DEM.
Law and Ashiration (state 12 (a) or 19 (b) or 19 (c) of Ct. 19; if 1 (c) agreed size state Piece of Ashiration) (if not filled in 19 (a) shall epoint (CLS3)	
shell apply) (CLSS) Arbitrage is London - Excitab Law To sooly (a) State maximizer amount for arrest claims/shortened arbitration (CL18)	26. Additional clauses covering special provisions, if agreed RIDER CLAUSES 20 YO SE, ATTACHED DEEMED TO SE, PURLY RYCORFORATED IN THIS CIP.
(a) 8966 mathrith smaller for small contract of the Contract o	
Brichard Company Company LTD MALTA	R.P.LOGISTICS ALL MINISTRAL AND ALL MODE.
AB CHINERS	AS CHARTERES

FROM : BSM

(1)

PHONE NO. 1 +912256352776 Jul. 13 2005 11:4304 P2





FROM : BSH

PHONE NO. : +912256352776 Jul. 13 2005 11:4594 P3



# RIDER CLAUSES TO MV EPIC / R.P.LOGISTICS PVT LTD. CHARTER PARTY DATED 14<sup>TH</sup> JULY 2005

### CLAUSES 20 - 26 : DELETED ...

CLAUSE: 27
97.5 PERCENT PREIGHT LESS 3.75% ( COMM) AND AGREED DESPATCH AMOUNT AT LOADPORT, TO BE PAID TO OWNERS NOMINATED ACCOUNT WITHIN 5 (FIVE) BANKING DAYS UPON COMPLETION OF LOADING AND SKINING / RELEASING CLEAN ON BOARD BILL OF LADING MARKED "FREIGHT PAYABLE AS PER CIP, IF CHARTERS' SHIPPERS REQUIRED BAS MARKED FREIGHT TREPAID BA." TO BE RELEASED ONLY UPON OWNERS CONFIRMING RECEIPT OF FREIGHT AND GIVING AUTHORITY TO RELEASE THE BILLS OF LADING.

BALANCE 2.50 PERCENT FREIGHT PAYMENT WITHIN 7 BANKING DAYS FROM THE DATE OF COMPLETION OF DISCHARGE ALONGWITH DEMONURAGE / DESPATCH CLAIM IF ANY.

### OWNERS BANK ACCOUNT DETAILS:

BANK: FONATIA BANK, 116 KOLOKOTRONI & II MERARCHIAS STR., PERABLIS BRANCH, PIRAEUS, GREECE SWIFT CODE EGNAGR2T. IBAN : OR19 0280 3010 0000 0010 0072 421

BENEFICIARY NAME: EPIC NAVIGATION COMPANY LTD BENEFICIARY ACCENT: 010007242!

CORRESPONDENT BANK: BANK OF NEW YORK, NEW YORK.

CHARTERERS HAVE OPTION TO REMIT FREIGHT AMOUNT THROUGH SHIPPERS (UNION INVIVOLPARIS) INCASE IT IS NEEDED.

PULL PRESCHI DEEMED EARNED DISCOUNTLESS AND NON-RETURNABLE UPON COMPLETION OF LOADING WHETHER VESSEL AND/OR CARGO LOST OR NOT LOST.

CLATISE 28
THE VESSEL IS TO BE LOADED /STOWED FREE OF RISK AND EXPENSES TO OWNERS OF THE VESSEL BUT MASTER TO BE RESPONSIBLE FOR STOWAGE AND SUPERVISION.

OWNERS/MASTER TO BE RESPONSIBLE FOR THE CARGO LOADING ON BOARD ONLY.

ALL MATS/ETC REQUIRED TOBE FOB CHARTERERS ACCOUNT

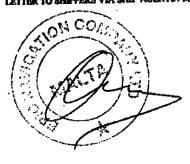
THE VESSEL IS TO WORK DAY AND NIGHT INCLUDING SUNDAYS/HOLIDAYS GIVING FREE USE OF POWER ON BOARD VESSEL IS ALSO TO SUPPLY LIGHT FOR NIGHT WORK AS ON BOARD, BUT SUFFICIENT TO CARRY OUT LOADING DISCHARGING OPERATIONS.

CLAUSE 30

OVERTIME TO THE ACCOUNT THE PARTY ORDERING IT, IF ORDERED BY PORT AUTHORITY THEM SAME TO BE SHIPPERS/CHARTERERS ACCOUNT AT LOAD/DISCHARGE PORT, SHIP OPPICERS AND CREW OVERTIME TO BE ALWAYS FOR OWNERS ACCOUNT.

CLAURE 31
NOTICE OF READINESS TO BE TENDERED "WWWW" DURING OFFICE HOURS FROM 6900 HRS FRANCE
TIME TO 1700 HRS FRANCE TIME FROM MONDAY TO PRIDAY, AND 6900 TO 1200 ON SATURDAY, IF
TENDERED AFTER 1300 HRS FRANCE TIME, THEN LAYTIME TO COMMENCE FROM 6600 HRS AS THE
TENDERED AFTER 1300 HRS FRANCE TIME, THEN LAYTIME TO COUNT FROM
EASE DAY FROM THE TIME OF TENDERED BEFORE 1300 HRS FRANCE TIME, TIME TO COUNT FROM
EASE DAY FROM THE TIME OF TENDERING THE NOR.

NOR TO BE TENDERED MAILWHETHER IN PORT OR NOT, WHETHER IN BERTH OR NOR. WHETHER IN
PREE PRATIQUE OR NOT, WHETHER IN CUSTOMS CLEARENCE OR NOT, BY FAX /CABLE/ TELEX OR
LETTER TO SHEPPERS VIA SHIP AGENTS / MASTERS OR BUYERS.





## RIDER CLAUSES TO MY EPIC / R.P.LOGISTICS PYT LTD. CHARTER PARTY DATED 14<sup>TH</sup> JULY 2005

NOTICE OF READINESS AT DISCHARGE PORT TO BE GIVEN TO RECRIVERS/THEIR AGENTS DURING NORMAL OFFICE HOURS BETWEEN 0000 TO 1700 HOURS MONDAY TO SATURDAY. MASTER HAVING NORMAL OFFICE HOURS BETWEEN 9500 TO 1700 HOURS MONDAY TO SATURDAY. MASTER HAVING THE ROHT TO TENDER NOTICE OF READINESS BY TELEXABLE/RADIOMAL WHETHER IN PORT OR NOT, WHETHER IN CLISTOMS CLEARENCE OR NOT, AT LOAD/DISCHARGE PORT NOTICE OF READINESS TENDERED SEPORE NOON LAYTING TO COMMENCE AT 1 PM SAME DAY OR 8 AM THE POLLOWING DAY. IF NOTICE READINESS IS TENDERED IN THE APTERNOON.

TIME TO COUNT AS PER GENCON( 8AM / 1.0 PM ) BOTH END.

CLAUSE 33:

CHARTERERS AGENTS BOTH END ... DVAS BOTH END AS PER ORDINARY / USUAL TARRIFS.

LOAD PORT AGENT: M/S HUMANN & TACONET, PRANCE

76021, ROUEN PHONE: 33 232 102810

DISCHARGE PORT AGENTS: REVERTING

CLAIME 32 ALL TAXES IDUES ON CARGO TO BE FOR CHARTERS ACCT. ALL TAXES! DUES ON VSLIFRT TO BE FOR OWNERS ACCT. PREE OF EXTRA INSURACNE / OAP TO OWNERS.

**CLAUSE 34** 

VESSEL TO HAVE WATER TIGHT HATCH COVER COMPLETE AND IN GOOD ORDER AT ALL HATCHES IN ALL DECKS PIRST OPENING AND LAST CLOSING OF HATCHES TO BE DONE BY THE CREW. ALL MATCHES AT BOAD A BEGINNED TO STATE OF THE CREW.

VESSEL TO BE PRESENTED WITH HER CARGO HOLDS CLEAN AND DRY UPTO THE SATISFACTION OF REPUTABLE DEDEPENDENT SURVEYORS. AS REGARD THE CLEANLINESS, DRYNESS, ODOURLESS AND SWETNESS OF THE HOLDS" OWNERS CONFIRM VESSELS HOLDS WILL BE CLEAN, DRY, SWEPT, AND WITHOUT SMELLS.

OWNERAMASTER TO GIVE NOTICE OF FIXING FOLLOWED BY 10/7/ 5/3/7/1 DAYS NOTICE OF VESSEL ETA TO CHARTERERS/ SHIPERS THROUGH AGENTS BOTH END,

VESSEL CARGO HOLDS TO BE DRY AND CLEAN AND TO BE FREE FROM PREVIOUS CARGO AND IN VESSEL CARGO HOLLS TO BE DRY AND CLEAR AND TO BE FREE FROM FREYBLAS CARGO AND IN ALL REFPECT FIT TO RECEIVE THE CONCENTRETED CARGO TO CHARTERER'S SATISPACTION AS PER CERTIFICATE OF DULY APPOINTED REPUTABLE INDEPENDENT SURVEYOR AT LOAD FORT IN CASE VESSEL'S HOLD DO NOT FASS INSPECTION AND IF VESSEL'S HOLDS ARE NOT SUITABLY CLEAN TO LOAD THE INTENDED CARGO TIME WILL NOT COUNT FROM SUCH TIME DECLARED UNCLEANINES INTELL THE TIME THAT VESSEL FOUND CLEAN AGAIN, HOWER MASTER WILL NOT BE OBLIGHD TO RETENDER HIS NOR, WITH THE INTIAL NOR TO BE STILL IN PORCE.

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CARGO TO BE LOADED AT THE RATE OF 4900 MT PER WESTERN WORKING DAY TIME FROM 1200 HRS SATURDAY TO 0000 ON MONDAY AND 1700 HRS PRECEDING A HOLIDAY TO 0000 HRS ON NEXT WORKING DAYS NOT TO COUNT EVEN IF USED . SUNDAYS AND HOLIDAYS EXCLUDED EVEN GHON COL

IF USED.

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## RIDER CLAUSES TO MV EPIC / R.P.LOGISTICS PVT LTD. CHARTER PARTY DATED 14<sup>TH</sup> JULY 2005

CARGO TO BE DISCHARGED AT THE RATE OF 3000 MT PER WEATHER WORKING DAY SATURDAY 1200 HES TO MONDAY 0600 HOURS AND 1700 HOURS PRECEDING A HOLIDAY UPTO 6000 HIRS ON NEXT WORKING DAYS NOT TO COUNT EVEN IF USED. SUNDAYS AND HOLIDAYS EXCLURED EVEN IF

LAYTIME NON - REVERSIBLE BOTH END,

TIME AT  $2^{MD}$  LOAD OR DISCHARE PORT TO COUNT UPON VESSEL'S ARRIVAL IF WITHIN WORKING PERIODS (I.E. MONDAY 6800 HRS TILL SATURDAY 1200 HRS.) OTHERWISE AS PROM PRIST RESIMPTION OF THE WORK (THIS IS AS PER GENCON OF TERMS).

LIGHTENING / LIGHTERAGE AT THE DISCHARGE PORT IN A SAFE ANCHOARGE TO BE FOR CHARTERERS ACCOUNT. CARGO WILL BE LIGHTENED AT VIZAG UPTO REQUIRED PERMISSIBLE DRAFT AT DIAMOND HARBOUR (KOLKATA)

VESSEL TO BE ALWAYS AFLOAT ALL END

DEMERAGE / DESPATCH AT LOAD /DISC PORT IF ANY TO BE SETTLED WITHIN 7 DAYS AFER COMPLETION OF DISCHARGE ALONG WITH 2.5 PERCENT BALANCE PREIGHT AMOUNT ON SUBMISSION OF RELEVENT DOCUMENTS.

LOADPORT AGREED DESPATCH TO BE DEDUCTED FROM 97.5 PCT FRT PAYMENT AS AGREED.

CLAUSE 40 US PARAMOUNT NEW IASON CLAUSE BOTH TO BLAME COLLISION CLAUSE P AND I BUNKERING CLAUSE TO ME DEEMED INCORPORATED IN THIS CHARTER PARTY.

CLAUSE 41 VESSEL'S DESCRIPTION:

M/V EPIC EX THALASSINI ST/BULKCARRIER BLT 1981, MALTA FLAG. SUMMER DWAT 24.497,96 MT ON 10,21 M SW DRAFT WINTER DWAT 23.753,96 MT ON 9,997 M SW DRAFT TROPICAL DWAT 25.246,96 MT ON 10,423 M SW DRAFT FW ALLOWANCE 23,5 CM, 7 HOLDS/7 HATCHES HA CVRS TYPE: MCGRS FOLDING TYPE, 4 CRANES X 16 THS EACH. LOA: 1846 M, BEAM: 22.80 M, DEPTH: 14,15 M (MLD) GRAIN: 1.035,188 CBFT , BALE: 967,698 CBFT ORE STRENGHTHENED 1+3+5+7 OR 2+4+6 MAY BE EMPTY ,GRT/NRT 16543/7875 , ADA WOG .

GRAIN(MEASURED)/BALE(ESTIMATED)CAPACITIES

RO NO 1: 138045/133.557 CBFT

2: 117739/108.151

3: 182700/170.453

4: 117926/108.405

5: 182700/170.453

6: 117926/108,405

7: 178152/168.276





## RIDER CLAUSES TO MY EPIC/R.P.LOGISTICS PVT LTD. CHARTER PARTY DATED 14<sup>TH</sup> JULY 2005

**VESSEL'S HATCH SIZES:** NO.1 13.30 M X 10.00 M NO.2+4+6 I0.66 M X 11.44 M NO.3+5+7 13.12 M X 11.44 M OWNERS STYLE :: "EPIC NAVIGATION COMPANY LTD" MANAGERS: PRIAMOS MARITIME S.A ATHENS, GREECE. last three cargoes ,staring fin the last : blk phosphate ,Case / Houston - accet "Mine freight coorporation" Bgd rice, Karachi / West Africa - accent "Novel" Time charter period for 1 year with masss "Sanwoo"

- 1. VESSEL IS SDBC AND TO BE IN ALL RESPECT SUITABLE TO LOAD GRAIN CARGO (BULK PEAS) AND FOR GRAB DISCH OPERATIONS.OWNERS CONFIRM VESSEL IS ALSO GRAIN PITTED AND HAVE GRAIN STABILITY BOOKLET ON BOARD DULY ENDORESED BY CLASS.
- 2. VESSEL TO BE FULL COVERED BY PANDICLUB AND CLASS LLOYDS 100A1 OR ECUTYALENT.
- 3. VESSEL IS ISM CERTIFIED. OWNERS TO PROVIDE WITH COPIES OF VESSEL'S SMC.DOC CERT.
- 4. OWNERS CONFIRM VESSEL DO NOT HAVE CENTRAL LINE BULK HEAD IN HOLDS WHICH MAY OBSTRUCT WHILE LOADING OR DISCHARGING.

### CLAUSE 42 THE CHARTER PARTY SHOULD BE KEPT STRICTLY PRIVATE AND CONFIDENTIAL

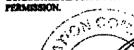
OWNERS WARRANT THAT THE VESSEL IS FULLY INSURED AND CLASSED

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS OP INCLUDING ANY QUESTION RECARDING IT EXISTENCE, VALIDITY OR TERMINATION, SHALL REFERERED TO AND FINALLY REGORDING IT EXISTENCE, VALIDITY OR DERMINATION, STALL REPERSECT TO ARE TRANSITED TO REPERSECT TO ARE TRANSITED TO ARE TRANSITED BY EACH OF APPLY, THE TREBUNAL SHALL CONSIST OF TWO ARBITRATOR ONE TO BE APPONEITED BY EACH OF THE PARTIES HERETO. IF ONE PARTY FAILS TO APPOINT AN ARBITRATOR WITHEN 7 DAYS OF RECEIPT OF NOTICE OF APPOINTMENT OF AN ARBITRATOR BY THE OTHER PARTY, THE APPOINTED ARBITRATOR BHALL ACT AS THE SOLE ARBITRATOR AS IF HE WAS JOINTLY APPOINTED. IF TWO ARBITRATORS CAN NOT AGREE THEY MAY APPOINT AN EMPIRE THE DICISION OF TWO ARBITRATORS OR, IN THE EVENT OF AGREEEMENT, THAT OF THE UMPIRE, OR IN THE EVENT OF DEFAULT OF APPOINTMENT OF ARBITRATOR BY ONE PARTY, THAT OF THE SOLE ARBITRATOR SHALL BE PINAL.

THE FIREIGHT ACREED TO BE PAID FOR THIS VOYAGE UNDER THIS CHARTER PARTY IS USD \$0.00 PMT PIO SPOUT/GRAB TRIMMED BILLS OF LADING QUANTITY BASES 2 LOADPORTS LA PALICE+ BOURD(FRANCE) AND 2 DICHARGE PORTS VIZAG+ DIAMOND HARBOUR, (KOLKATA)E.C.INDIA.

ON CASE OF ORIGINAL BILLS OF LADING NOT AVAILABLE AT DISCHARGE FORT OWNERS TO RELEASE THE ENTIRE CARGO WITHOUT ANY DELAY TO RECEIVER AGAINST I<sup>ST</sup> CLASS BANK

GUARANTEE AS PER OWNERS P AND I FORMAT / WORDING ONLY AFTER THE CHARTERS



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# RIDER CLAUSES TO MV EPIC / R.P.LOGISTICS PVT LTD, CHARTER PARTY DATED 14<sup>TH</sup> JULY 2005

In case  $z^{ab}$  set bals required by charters, letter of indemnity in owners P & I format/ WORDINGS AND TO BE SIGNED JOINTLY AND/OR SEPERATELY BY THE AUTHORISATION PERSON FROM

- i. CHARTERERS: M/S. R. P. LOGISTICS PVT. LTD.
- 2. NOTIFY PARTIES/RECEIVERS
  3. AS SHOWN IN 1<sup>ST</sup> SET BS/L

"IF AND 2" SET OF BSL TO BE IN LINE AS REGARD THE QUALITY/DESCRIPTION AND QUANTITY OF THE CARGO. ALSO THE DATE OF CP, DATE OF SHIPMENT, LOAD PORT TO BE THE BAME AT THE IF AND 2" BSL. 2" SET OF BSL WILL ONLY BE RELEASED AFTER OWNERS APPROVAL OF IT'S CONTENT AND WHEN THE FIRST SET OF BSL WILL BE DULLY CANCELED IN "RULL. AND VOID" FORM, AND WILL BE SURRENDED TO THE OWNERS OR OWNERS NOMINATED AGENTS"

CARGO QUANTITY BOTH END TO BE DETERMINED AS PER JOINT DRAFT SURVEY(TOGETHER WITH CHARTERERS SHIPPERS/RECEIVERS'S SURVEYORS AND MASTER AND OWNERS P &I CLUB SURVEYOR

FOR DESCHARGE PORT OWNERS TO GIVE 19/7 /5/3/2/1 DAYS NOTICE TO AGENTS AT DISCHARGE PORT GIVING NAME/CALL SIGH AND HER ETA TO DICHARGE PORT.

THE LOADED QUANTITY TO BE DECIDED BY BOTH CHARTERS / OWNERS SURVEYORS ACCORDING TO DRAFT SURVEY.

CHARTEBERS/OWNERS SHALL NOT BE LIABLE FOR ANY DELAY IN LOADING AND OR DISCHARGING CHARTEBERS/OWNERS SHALL NOT BE LIABLE FOR ANY DELAY IN LOADING AND OR DISCHARGING CAUSED IN WHOLE AND PARTLY BY ACTS OF GOD WAR, HOSTILITIES, POLITICAL DISTURBANCES, RESELLION, MOBILISATION REVOLUTION, INSURRECTION, ACTS OF PUBLIC ENEMY, CIVIL REBULLING, MENULUMAI KIN REVOLUTION, INSURRECTION, ACTS OF PUBLIC ENEMY, CAVIL COMMOTION SABOTAGE FORCE MESERURE, EARTH QUARES, THE NEW IASON CLAUSE, PAND I, BURKERING DEVIATION CLAUSE, BOTH TO BLAME COLLISION CLASE AND THE CHAMBER OF SIRITING AND VOYWAR 50 TO BE DEEMED TO HAVE BEEN INCORPORATED IN THIS CHARTER PARTY.

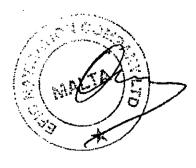
CLAIME # ONCE VESSEL IS ON DEMURRAGE ALWAYS ON DEMURRAGE.

ANY STEVEDORES DAMAGE TO BE SETTLED DIRECTLY BETWEEN OWNERS AND STEVEDORES. HOWEVER IF OWNERS PAIL TO SETTLE SAME WITH STEVEDORES THAN CHARTERS TO ASSIST OWNERS BEST POSSIBLE IN SETTLEMENT OF SUCH CLAIM.

MASTERS RIGHT TO REJECT ANY CARGO THAT WOULD INVOLVE THE CLAUSING OF MATE'S RECEIPTS AND/OR BILLS OF LADING, ALL TIME LOST WAITING FOR REPLACEMENT OF CARGO TO COUNT AS LAYTIME.

CLAUSE 53 OVERAGE PREMIUM IF ANY TO BE FOR CHARTERERS ACCOUNT

FUMEDATION IF ANY TO BE FOR CHARTERER'S ACCOUNT AND TIME TO COUNT.





### RIDER CLAUSES TO MV EPIC / R.P.LOGISTICS PVT LTD. CHARTER PARTY DATED 14<sup>1H</sup> JULY 2005

PUMIGATION TO BE AT CHARTERS 'RISK AND RESPONSIBILITY AND ALWAYS AS PER INTERNATIONAL HEALTH REGULATIONS'.

EN CASE THAT DUE TO THE NATURE OF THE FUMIGANT AND AFTER THE REQUEST AND SUGGESTION THE LOCAL PORT AND HEALTH AUTHORITIES, IF THE CREW WILL BE REQUIRED TO LEAVE THE VESSEL AND STAY ASHORE DURING THE FUMIGATION PROCEDURE ACCOMODATION AND FOOD EXPENSES OF THE CREW TO BE AT CHARTERERS/SHIPPER'S ACCOUNT."

CLAUSE 55

LIGHTERAGE/LIGHTERING IF ANY TO BE FOR CHARTERERS ACCOUNT BOTH END.

CLAUSE 56:

MALTA

\*ALL BROKERAGE/COMMISSION PAYABLE ON FREIGHT TO BROKER(8) TO BE DEDUCTED FROM 97.6 PCT FREIGHT /DEMURRAGE AND TO BE PAID TO BROKER(S) AT THE TIME /SMULTANOUSLY WITH THE PAYMENT OF FREIGHT / DEMURRAGE PAYMENT TO OWNERS AGAINST BROKERAGE INVOICE.\*

OWNERS BEIC NAVIGATION CONFANYLTO.

CHARTERERS: R.P.LOGISTICS PVT LTD, KOLKATA-INDIA

## **Andrew Dyer**

From: Sent: priamosmaritime@priamosmaritime.com

Sem

Monday, 21 November 2005 13:32

To:

Andrew Dyer

Attachments:

mza5555.htm



mza5555.htm (3 KB)

PRIAMOS

72-74, Marathonos Str., 16673 Panorama Voulas , Athens, Greece tel:+30-2108952566; fax:+30-2108994493, telex:

214242 blct gr

e-mail: priamosmaritime@priamosmaritime.com

21 Nov 2005-13:30, Ref:48303-NIP.

anrew / nikos

epic / rp logistics

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an other message fm the chrtrs (via the agents Humann Taconet) confirming that they will pay the freight as per bsl quantity:

quote

\_====

From: AGENCY DEPT <shipagency@ro.humann-taconet.fr>

To: priamosmaritime@priamosmaritime.com

Subject: M.V EPIC - TOP URGENT

CC: <No CC specified>

Date: Wed, 03 Aug 2005 11:41:17 +0200

MSG REF: EDU6491/1 03/08/2005 11:41

FM: HUMANN & TACONET ROUEN AGENCY DEPT

22 RUE MUSTEL - 76000 ROUEN

PHO: +33 (0)232 102 810 FAX: +33 (0)232 102 820

WEBSITE: WWW.HUMANN-TACONET.FR

TO: PRIAMOS MARITIME S.A. /

RE: M.V EPIC - TOP URGENT

De: Siddharth Agarwal - RP <cal@rpiyarelall.com> Sujet: m.v epic - TOP URGENT Date: Wed, 3 Aug 2005 15:04:08 +0530

A: Anil Brid \(Bay-Island shipg &mgmt\) <chartering@bay-islandshpg.com>

Cc: <shipagency@ro.humann-taconet.fr>

Cc: SHIPAGENT LA PALLICE <shipagency@pal.humann-taconet.fr>

\*\*\*\*\*

ATTN: ANIL

CC: AGENTS / HUMANN & TACONET

AS DISCUSSED OVER PHONE , THERE IS NO POINT IN DELAYING THE VESSEL . WE SHOULD LOAD THE CARGO AT ROUEN AND THEREAFTER DO A JOINT DRAFT SURVEY TO GET THE CORRECT PICTURE . WE CAN SORT OUT THE ISSUE THEN ONCE AND FOR ALL.

MOREOVER OWNERS SHOULD REALISE WE WILL BE PAYING FOR THE CARGO AND FRT AS PER BILLS OF LADING AND WE WOULD BE THE FIRST ONES TO TAKE PROPER CARE OF LOADED QTY FIGURES.

KINDLY ARRANGE MESSAGE FROM OWNERS TO AGENTS TO SIGN BILLS OF LADING AS PER SHORE FIGURES WHICH IS MANDATORY AS PER FRENCH CUSTOMS AND TO BERTH VESSEL AS SCHEDULED.

**REGARDS** 

JIDDHARTH AGARWAL

R. Piyarelall Group
12, Government Place (East),
1st floor,
Kolkata - 700 069
India.
Tel. No. +91 33 22205907 / 2682
Fax No. +91 33 22209939
Website: www.rpiyarelallgroup.com

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Fichier html: MZA5555.html

Message rePu sur le compte : ro-humma sur pop3.hps.tm.fr

[Message sent via SOFTWAY Communication Program]

ATTN: ANIL

CC: AGENTS / HUMANN & TACONET

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MOREOVER OWNERS SHOULD REALISE WE WILL BE PAYING FOR THE CARGO AND FRT AS PER BILLS OF LADING AND WE WOULD BE THE FIRST ONES TO TAKE PROPER CARE OF LOADED QTY FIGURES.

KINDLY ARRANGE MESSAGE FROM OWNERS TO AGENTS TO SIGN BILLS OF LADING AS PER SHORE FIGURES WHICH IS MANDATORY AS PER FRENCH CUSTOMS AND TO BERTH VESSEL AS SCHEDULED.

REGARDS

SIDDHARTH AGARWAL

R. Piyarelall Group 12, Government Place (East), 1st floor, Kolkata - 700 069 India. Tel. No. +91 33 22205907 / 2682

Fax No. +91 33 22209939

Website: www.rpiyarelallgroup.com

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## **Andrew Dyer**

From: Sent: priamosmaritime@priamosmaritime.com

Senu To: Monday, 21 November 2005 13:34

Andrew Dyer

### PRIAMOS

72-74, Marathonos Str., 16673 Panorama Voulas , Athens, Greece tel:+30-2108952566; fax:+30-2108994493, telex: 214242 blct gr

e-mail: priamosmaritime@priamosmaritime.com

21 Nov 2005-13:33. Ref:48305-NIP.

anrew / nikos

epic / rp logistics

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foll pls find a message received DIRECTLY from the chrtrs, confirming that they are also the receivers of the cargo !!

## quote

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From: "R. PIYARELALL GROUP" <cal@rpiyarelallgroup.com>

To: "Anil Brid \(Bay-Island shipg &mgmt\)" <chartering@bay-islandshpg.com>

Subject: Fw: MV EPIC / RPL

CC: <pri>com> cc: <pri>com> com> cc: <pri>com> cc: <pri>com> cc: <pri>cc: <

ATTN: ANIL

AS PER LAST TELECON PLS NOTE WE SHALL INDEMIFY THE OWNERS FOR SHORTAGE FOUND AFTER FINAL DRAFT SURVEY UPTO 81.600 MT (AS FOUND AT LA PALLICE) AND OWNERS TO DO SAME FOR EXCESS QUANTITY.

FURTHUR WE ALSO CONFIRM THAT WE ARE THE RECIEVERS OF THE CARGO .

HOPE NOW IN ORDER.

REGARDS

SIDDHARTH

---- Original Message ----

From: "R. PIYARELALL GROUP" <cal@rpiyarelaligroup.com>

To: "Anil Brid (Bay-Island shipg &mgmt)" <chartering@bay-islandshpg.com>

Cc: <pri>cm> Sent: Wednesday, August 03, 2005 5:05 PM

Subject: Re: MV EPIC / RPL

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> ANIL
> CC: MR.NIKOS
> WE ARE CARRYING OUT A JOINT DRAFT SURVEY TO SEE RECHECK THE LOADED
> QTY, UPON THE ARRIVAL AND COMPLETION DRAFT SURVEY WE SHALL SEE THE
> DIFFERENCE IF ANY , IF SIMILAR DIFFERENCE AS PER DRAFT SURVEY AT LA
> PALLICE IS FOUND WE WILL TRY TO INDEMNIFY OWNERS FOR THAT QUANTITY OF
> SHORTAGE ONLY.
> IF CARGO IS EXCESS OWNERS WILL INDEMNIFY US FOR EXCESS CARGO TO BE
> DELIVERED TO US AT DISCH PORT.
>
> REG B/L LET US BE VERY CLEAR THAT THE CUSTOMS AT FRANCE WILL ONLY
> FOLLOW THE QTY AT SHORE AND NOT ANY DRAFT SURVEY SO B/L WILL BE
 > PREPARED AS PER SHORE QTY.
 > HOPE ABOVE IS CLEAR AND FAIR.
 > REGARDS
 > SIDDHARTH AGARWAL
 > ---- Original Message -----
 > From: "Anil Brid (Bay-Island shipg &mgmt)"
 > <chartering@bay-islandshpg.com>
 > To: "R. Piyarelall Group" <cal@rpiyarelallgroup.com>; "Siddharth
 > Agarwal - RP" <cal@rpiyarelall.com>
 > Sent: Wednesday, August 03, 2005 4:58 PM
 > Subject: MV EPIC / RPL
 >> SIDDHARTH / ANIL
 >> PLS CLARIFY AGAIN ON FLWG. MSG FM OWNERS.
  >> RGDS
  >>
  >> ---- Original Message ----
  > > From: <pri> <pri> <pri> > From: <pri> 
  > > To: <chartering@bay-islandshpg.com>
  > > Sent: Wednesday, August 03, 2005 4:54 PM
  > > Subject:
  >>
  >>
                                         PRIAMOS72-74, Marathonos Str., 16673
  >>> Panorama Voulas, Athens, Greece tel:+30-2108952566;
  > > fax:+30-2108994493, telex: 214242 blct gr
   >>> e-mail: priamosmaritime@priamosmaritime.com
   > > 3 Aug 2005-14:21. Ref:39939-NIP.
   >>>
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>>> >>> >>> TO:RP LOGISTICS (VIA BAY ISLAND MUMBAI) TO:HUMAN TACONET FRANCE >>> GDAY GENTS, >>> >>> REF:MV EPIC LOADING BLK PEAS IN ROUEN ==== >>> THANKS FOR THE LAST MESSAGES FM THE CHRTRS'SIDE. >>> WE HEREBY CONFIRM THT WE WILL IMMY AUTHORISE THE AGENTS AT LA >> PALICE TO >> SIGN THE >>> BSL, WITH THE CONDITION (AS PER CHRTRS 'LATEST CONFIRMATION) THAT > > > THE >> FINAL >>> LOADABLE CARGO QTTY WILL BE ADJUSTED AS PER THE INITIAL AND FINAL DRAFT >> SURVEY. >> >>> COMMENTS >>> ----->>> FOR EXAMPLE , IF THE DRAFT SURVEY UPON BERTHING AT ROUEN , WILL >>> SHOW > THAT > > THE >>> CARGO WHICH HAS BEEN LOADED AT LA PALICE , IS LESS THAN THE BSL >>> FIGURE > > THF >>> BILL OF LADING FOR THE CARGO OF ROUEN, WILL SHOW LESS CARGO IN >>> ORDER > THE >>> TOTAL/FINAL CARGO QUANTITY TO BE AS PER JOINT DRAFT SURVEY. >>> >> > GUESS THE ABOVE WILL BE FAIR FOR ALL PARTIES CONCERNED , IN ORDER >>> ALSO > THE >>> CHRTRS/SHIPPERS NOT TO PAY UNREASONABLY MORE FRT (FRT IS PER >>> LOADED > METRIC > > TON) >>> AND CARRIER NOT TO RISK SHORTAGE CLAIM AT THE DISCHARGING PORT. >>> REVERTING WITH THE AUTHORISATION TO THE AGENTS TO SIGN THE BSLS >>> THKS N RGDS >>> NIKOS POLYCHRONAKIS >>> >>> >>> >>> [Message sent via SOFTWAY Communication Program] >>>